

Framework Schedule 5 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded

1.1 If the Buyer decides to source Deliverables through this Contract, then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.

1.2 If the Buyer can determine that:

1.2.1 its Deliverables can be met by the Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and

1.2.2 all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then the Buyer may award a Call-Off Contract in accordance with the procedure set out in Paragraph 2 below.

2. How a direct award works

2.1 Subject to Paragraph 1.2 above, the Buyer awarding a Call-Off Contract under this Contract without holding a further competition shall:

2.1.1 develop a clear Statement of Requirements;

2.1.2 assess whether the Supplier is capable of meeting the Statement of Requirements; and

2.1.3 on the basis set out above, award the Call-Off Contract with the Supplier in accordance with Paragraph 4 below.

3. No requirement to award

3.1 Notwithstanding the fact that the Buyer has followed the procedure set out above in Paragraph 2, the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.

4. Awarding and creating a Call-Off contract

4.1 Subject to Paragraphs 1 to 3 above, a Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed

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order form substantially in the form (as may be amended or refined by the Buyer in accordance with the Regulations) of the Order Form Template set out in Framework Schedule 4 (Order Form Template and Call-Off Schedules).

- 4.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 4 shall not constitute a Call-Off Contract under this Contract.
- 4.3 On receipt of an order form as described in Paragraph 4.1 from the Buyer, the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer.
- 4.4 On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.